

EXHIBIT A



Notice of Service of Process

Transmittal Number: 22317417
Date Processed: 11/18/2020

Primary Contact: State Farm Enterprise SOP
Corporation Service Company- Wilmington, DELAWARE
251 Little Falls Dr
Wilmington, DE 19808-1674

Entity:	State Farm Fire and Casualty Company Entity ID Number 3461650
Entity Served:	State Farm Fire & Casualty Company
Title of Action:	Davis Family Lodging, LLC d/b/a Blue Mountain Horsehead Inn vs. State Farm Fire & Casualty Company
Matter Name/ID:	Davis Family Lodging, LLC d/b/a Blue Mountain Horsehead Inn vs. State Farm Fire & Casualty Company (10671865)
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	San Juan County District Court, UT
Case/Reference No:	Not Shown
Jurisdiction Served:	Utah
Date Served on CSC:	11/17/2020
Answer or Appearance Due:	21 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Ryan M. Nord 801-438-7120

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**IN THE SEVENTH DISTRICT COURT
SAN JUAN COUNTY, STATE OF UTAH**

DAVIS FAMILY LODGING, LLC D/B/A BLUE MOUNTAIN HORSEHEAD INN,	SUMMONS
Plaintiff,	
-vs-	Civil No.:
STATE FARM FIRE & CASUALTY COMPANY,	Judge:
Defendant.	Discovery Tier: 2

THE STATE OF UTAH TO THE ABOVE-NAMED DEFENDANT:

STATE FARM FIRE & CASUALTY COMPANY

You are hereby summoned and required to answer the attached Complaint. Within 21 days after service of this Summons, you must file your answer with Clerk of the Court at the following address 297 S. Main Street, Monticello, UT 84535 and you must mail or deliver a copy to Plaintiffs' attorneys at the address listed above. If you fail to do so, judgment by default

may be taken against you for the relief demanded in the Complaint. Within ten (10) days after service of this summons on you, the Complaint will be filed with the Clerk of the Court. If the Complaint is not filed with the Court within ten (10) days after service of this Summons upon you, then you will not need to file an answer to the Complaint.

You may call the Clerk of the Court at 435-587-2122 at least fourteen (14) days after the service of this Summons upon you to determine if the Complaint has been filed.

DATED this 12th day of November 2020.

SAGE LAW PARTNERS, LLC

/s/ Ryan M. Nord
Ryan M. Nord
Attorneys for Plaintiff

Ryan M. Nord (11140)
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**IN THE SEVENTH DISTRICT COURT,
SAN JUAN COUNTY, STATE OF UTAH**

DAVIS FAMILY LODGING, LLC D/B/A BLUE MOUNTAIN HORSEHEAD INN, Plaintiff, -vs- STATE FARM FIRE & CASUALTY COMPANY, Defendant.	COMPLAINT Civil No.: Judge: Discovery Tier: 3
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Plaintiff Davis Family Lodging, LLC d/b/a Blue Mountain Horsehead Inn ("Plaintiff"), hereby complains and alleges against the defendant State Farm Fire & Casualty Company (the "Defendant") as follows:

PARTIES

1. Plaintiff is a Utah entity with a principal place of business in San Juan County.
2. Defendant is an insurance corporation that regularly conducts business in the State of Utah and conducted business with Plaintiff in the State of Utah.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this matter pursuant to Utah Code Ann. § 78A-5-102.

4. Venue is proper pursuant to Utah Code Ann. §§ 78B-3-304 and 307.

FACTUAL ALLEGATIONS

5. Plaintiff is the owner of real property located at 1232 North Main, Monticello, Utah (the “Property”).

6. Plaintiff obtained a property insurance policy from Defendant (referred to herein as the “Policy”), insuring the Property.

7. Plaintiff was listed as the insured under the Policy.

8. During the Policy period, a storm (the “Storm”) passed through the Property area and caused significant damage to the Property.

9. Plaintiff contacted Defendant to discuss the damage to the Property and to open a claim in relationship thereto (the “Claim”).

10. Defendant failed to properly investigate the Claim.

11. Defendant failed to properly cover the Claim.

12. In total, Plaintiff is entitled to recover at least \$320,544.10 from Defendant with attorney fees and interest plus costs.

FIRST CAUSE OF ACTION
(Breach of Contract)

13. Plaintiff realleges and incorporates by reference the allegations in all of the prior paragraphs.

14. The Policy constitutes a valid and enforceable contract whereby Defendant insured Plaintiff in the Policy.

15. Plaintiff is entitled to full payment for losses under the Policy.

16. Defendant has materially breached the Policy by, among other things, failing to timely and fully pay Plaintiff for covered losses.

17. Defendant has materially breached the Policy by, among other things, failing to pay for actual damages caused by the Storm.

18. As a direct and proximate result of Defendant's material breach of the Policy as described above, Plaintiff has incurred, and continues to incur, significant damages.

19. Defendant's actions and inactions in responding to, evaluating, and handling the Claim constitutes bad faith under Utah law.

20. As a direct and proximate result of Defendant's bad faith actions and breach of the Policy, as described above, Plaintiff has incurred, and continues to incur, significant damages.

21. Plaintiff is therefore entitled to judgment against Defendant as set forth below in the Prayer for Relief.

SECOND CAUSE OF ACTION
(Breach of Duty of Good Faith and Fair Dealing)

22. Plaintiff realleges and incorporates by reference the allegations in each of the prior paragraphs.

23. The Policy constitutes a valid and enforceable contract between Defendant and Plaintiff.

24. An implied covenant of good faith and fair dealing exists in the Policy.

25. Defendant breached the duty of good faith and fair dealing in the following respects:

- a. Failing to properly investigate the Claim;
- b. Failing to fairly evaluate the Claim;
- c. Failing to promptly pay and settle the Claim;
- d. Failing to comply with Utah law regarding the handling of the Claim;
- e. Misrepresenting facts regarding policy provisions and coverages;
- f. Asserting standards and terms for denial of the Claim not contained within or supported by the Policy; and
- g. Failing to deal with its insured as a layman and not as an expert in the subtleties of law and insurance.

26. As a direct and proximate result of Defendant's breach of the duty of good faith and fair dealing as described above, Plaintiff has incurred, and continues to incur, significant damages.

27. Plaintiff is therefore entitled to judgment against Defendant as set forth below in the Prayer for Relief.

JURY DEMAND

28. Plaintiff has requested a jury trial.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff requests relief as follows:

I. On Plaintiff's First Cause of Action: A money judgment against Defendant in an amount to be determined at trial, but at least \$320,544.10 with attorney fees and interest plus costs;

II. On Plaintiff's Second Cause of Action: A money judgment against Defendant in an amount to be determined at trial, but at least \$320,544.10 with attorney fees and interest plus costs;

III. For such other relief as the Court deems proper.

DATED this 12th day of November 2020.

SAGE LAW PARTNERS, LLC

/s/ Ryan M. Nord

Ryan M. Nord

Attorneys for Plaintiff